IN THE

Supreme Court of the United States

October Term, 1977

No. 77-778

CYRUS HASHEMI,

Petitioner,

vs.

INTER-REGIONAL FINANCIAL GROUP, INC.,

Respondent.

RESPONDENT'S BRIEF IN OPPOSITION TO PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

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TO: THE HONORABLE, THE CHIEF JUSTICE AND ASSOCIATE JUSTICES OF THE SUPREME COURT OF THE UNITED STATES

The respondent, Inter-Regional Financial Group, Inc., respectfully prays that the Petition for a Writ of Certiorari to review the judgment of the United States Court of Appeals for the Second Circuit rendered in these proceedings on September 1, 1977, be denied.

Opinions Below

The opinion of the United States Court of Appeals for the Second Circuit, dated September 1, 1977, appears at Appendix A to the Petition, p.1a, and is reported at 562 F. 2d 162. The order of the United States District Court for the District of Connecticut, dated December 28, 1976, is unreported and appears at .

Appendix B to the Petition, p. 8a. The order of the District Court is based upon the opinion of the Honorable Jon O. Newman, Judge of the District Court, dated October 28, 1976, which is unreported, and appears at Appendix C to the Petition, p.12a. Finally, the opinion of Judge Newman denying the petitioner's motion for reargument, dated April 12, 1977, similarly unreported, appears at Appendix D to the Petition, p.18a.

Jurisdiction

The judgment of the United States Court of Appeals for the Second Circuit was entered on September 1, 1977 (Appendix A to the Petition, p.1a), and the jurisdiction of this Court is invoked under 28 U.S.C. §1254(1). However, the Petition was not filed until December 1, 1977, more than ninety days after the rendition of the judgment of the United States Court of Appeals for the Second Circuit. Accordingly, the Petition is not timely, and therefore "must . . . be denied for want of jurisdiction." *Department of Banking* v. *Pink*, 317 U.S. 264, 268 (1942).

Statutes Involved

The petitioner identifies Conn. Gen. Stat. §§52-278a-52-278m, 52-289, and 42a-8-317 as the Connecticut Statutes which he wishes this Court to interpret in this case.

Respondent would further identify two other Connecticut Statutes relating to attachments, Conn. Gen. Stat. §§52-279 and 52-280, as authority for the action taken by the District Court.

Statement of the Case

This is an action by the plaintiff-respondent against the defendant-petitioner for $250,000 plus interest and

attorneys' fees, which are due respondent from petitioner under an Indemnity and Guaranty Agreement.

In order to procure a $250,000 loan for Coronado Group Ltd. ("Coronado") from Banque Scandinave en Suisse, respondent, a stockholder of Coronado, obtained a $250,000 letter of credit from First National Bank of St. Paul, as security for said loan. (Appendix B to Petition, p.9a). Under respondent's application for said letter of credit, respondent agreed to reimburse First National Bank of St. Paul for any payments made under the letter of credit. (*Id.*)

In turn, under the Indemnity and Guaranty Agreement, petitioner, who was then the president of Coronado, agreed to indemnify and hold respondent harmless for all sums which respondent might be called upon to pay as a result of this transaction. (*Id.*)

On July 15, 1976, First National Bank of St. Paul paid $250,000 to Banque Scandinave en Suisse under the letter of credit, and on the same day, respondent reimbursed the First National Bank of St. Paul. (*Id.*)

However, petitioner failed to reimburse respondent. (*Id.*)

Accordingly, this suit was instituted and an attachment was sought.

Annexed to the application for attachment order was a financial statement which petitioner, an Iranian citizen living in Connecticut, had previously supplied to respondent. This statement, dated as of December 31, 1973, shows petitioner's total personal *net* worth as over $2.8 million, including, *inter alia*, over $2 million in securities, as well as real estate holdings in Paris, Switzerland and Connecticut, and substantial cash on deposit in the Banque Scandinave en Suisse.

However, in the course of the proceedings concerning the request for the attachment, petitioner advised the court that all of his securities were located outside the State of Connecticut. (*See* Appendix B to Petition, p. 9a). Also, deposition testimony elicited admissions from the petitioner that he had transferred title to his Connecticut home to his wife and claimed not to own any of the personal property located at his Connecticut house except his late model Mercedes-Benz automobile with respect to which his ownership is a matter of public record. In fact, at his deposition, he went so far as to state that, as to his clothing, he had "to ask her permission to wear it".

After a hearing, and after the petitioner was given an opportunity both to develop deposition evidence to support his opposition to the request for an attachment and to submit three separate briefs in support of his position, petitioner chose not to contest the basic facts giving rise to liability as set forth in the Complaint, but instead, without submitting any supporting affidavit, suggested certain defenses or counterclaims which he indicated he would interpose in this case.

Based on the evidence submitted, Judge Newman made a finding of facts confirming the allegations of the Complaint, granted respondent's application for attachment and ordered petitioner to post securities for attachment in Connecticut to secure any judgment which may be rendered against him in this action.

Petitioner then filed a purported notice of appeal from this order and moved in the District Court for a stay of the attachment order pending appeal. On January 10, 1977, Judge Newman granted the motion for

stay, on condition that the petitioner post a bond in the sum of $150,000. Instead of complying with this condition, the petitioner then filed a motion for stay with the Court of Appeals. That court then denied that motion for stay by order dated January 27, 1977.

Because petitioner nevertheless failed to comply with the District Court's order, and because petitioner failed to post the bond necessary to obtain a stay under the District Court order, respondent sought to have the petitioner held in contempt.

Petitioner failed to appear, as ordered, for an initial hearing on the contempt motion, but after being threatened with sanctions, did appear at a subsequent hearing and promised to comply with the order.

Nevertheless, to date, petitioner has failed to post any securities for attachment.

ARGUMENT

I. This Court Lacks Jurisdiction to Grant Certiorari In This Case Because the Petition Was Not Timely Filed

As noted above, because the Petition was not timely filed, this Court lacks jurisdiction to issue a Writ of Certiorari in this case.

II. The Interlocutory Nature of the Judgment Below Militates Against a Grant of Certiorari

This court has long recognized that it "should not issue a writ of *certiorari* to review a decree of the Circuit Court of Appeals on appeal from an interlocutory order, unless it is necessary to prevent extraordinary inconvenience and embarrassment in the conduct of

the cause". *American Construction Company* v. *Jacksonville, T. & K. R. Co.*, 148 U.S. 372, 384 (1893). *See also Hamilton-Brown Shoe Co.* v. *Wolf Brothers & Co.*, 240 U.S. 251, 258 (1916).

Here, no such considerations are present for, as the Seventh Circuit noted in discussing Court of Appeals jurisdiction in the context of an order granting a provisional remedy of the sort here involved:

> "[T]he rights of the party subject to the writ of attachment [are] preserved and protected while the litigation of the main cause of action presumably proceed[s] to a final determination, at which time a review of all orders of the district court would [be] proper." *United States for the use and benefit of Hiway Electric Co.* v. *The Home Indemnity Company*, 549 F.2d 10, 12 (7th Cir. 1977).

See also Swift & Co. Packers v. *Compania Colombiana del Caribe, S.A.*, 339 U.S. 684, 689 (1950).

In fact, if a Writ of Certiorari were granted in this case, there might well be a trial on the merits in the District Court before this Court could hear argument and render its decision.

Hence, it would be inappropriate for this Court to grant a Writ of Certiorari in this case.

III. Certiorari is Inappropriate Because the Thrust of the Petition is to Seek Review of the Interpretation of Connecticut Law Adopted by the Courts Below

It is this Court's normal practice not to "reexamine the local law as applied by the lower courts." *Skelly Oil Co.* v. *Phillips Co.*, 339 U.S. 667, 674 (1950);*Accord, e.g., MacGregor* v. *State Mutual Life Assurance Co.*, 315

U.S. 280 (1942); *Estate of Spiegel* v. *Commissioner*, 335 U.S. 701, 707-708 (1949). Indeed, this Court has recently noted several times that where the Court of Appeals and the District Court have concurred on an issue of local law:

> "this Court has accepted the interpretation of state law in which the District Court and the Court of Appeals have concurred even if an examination of the state law issue without such guidance might have justified a different conclusion."

Bishop v. *Wood*, 426 U.S. 341, 346 (1976); *see also*, *Id.* at n.10 and cases cited; *Tully* v. *Griffin*, 429 U.S. 68, 75 (1976); *Runyon* v. *McCrary*, 427 U.S. 160, 181 (1976).

Thus, where, as here, the thrust of petitioner's claims involves the interpretation of local law, as reasonably construed by the courts below, it is inappropriate to grant a Writ of Certiorari. *See Hinkle* v. *New England Mutual Ins. Co.*, 358 U.S. 65 (1958).

IV. The Decisions of the Courts Below Are Proper and Consistent With Pertinent Case Law

A. Connecticut Law.

The basic authority for the order entered herein is Conn. Gen. Stat. §52-279, which provides that:

> "Attachments may be granted upon all complaints containing a money demand against the estate of the defendant, both real and personal...."

Under the authority of this statute, Connecticut courts have long recognized "that all the property of a debtor should be holden for the payment of the debts

of its owner", *Smith* v. *Gilbert*, 71 Conn. 149, 154, 41 A. 284 (1898), and that the right of attachment extends to property of every sort and description:

> "When an interest which may be strictly neither goods nor land is nevertheless clearly property, capable of being fairly sold and appraised, which is subject to the debtor's control, and which ought to be responsible for his debts, we say that the policy of the State for two hundred and fifty years clearly indicates that such interest is attachable property within the meaning of the statute." 71 Conn. at 155.

Furthermore, as §52-279 indicates, an attachment is available to secure a claim for money damages, and is not a device to aid an action to determine an interest in specific property. *See, Atlas Garage & Custom Builders, Inc.* v. *Hurley*, 167 Conn. 248, 258, 355 A.2d 286, 291 (1974).

Under the nineteenth century concept which viewed stock as separate from the stock certificate, early Connecticut courts may have thought themselves to be without power to attach stock in foreign corporations, at least where, as in *Winslow* v. *Fletcher*, 53 Conn. 390, 4 A. 250 (1886) and *Barber* v. *Morgan*, 84 Conn. 618, 80 A. 791 (1911), two cases relied on by petitioner, the court was proceeding *quasi - in - rem*, without *in personam* jurisdiction.

However, this concept was discarded in Connecticut with the enactment of the Uniform Stock Transfer Act, Sections 13 and 14 (the predecessors of Section 8-317 of the Uniform Commercial Code). As one court noted:

> "[T]he Uniform Stock Transfer Act has imparted such added value to the certificate, by increasing its negotiability, that the certificate is property within the meaning of attachment statutes and, having been merged, is considered to be the stock itself. Consequently, for the purposes of attachment, the situs of shares of stock is the place where the certificate is located." *Westerman* v. *Gilbert*, 119 F. Supp. 355, 358 (D. R.I. 1953).

Conn. Gen. Stat. §42a-8-317 (Section 8-317 of the Uniform Commercial Code) continues to recognize this principle. As comment 1 to this section states:

> "In dealing with investment securities the instrument itself is the vital thing . . . ."

Thus, under present law, the certificates evidencing securities of foreign corporations are property which can be attached under the general authority of Conn. Gen. Stat. §52-279, which, as noted above, has been construed to authorize attachment of all types of property.

The method for attachment of such securities is by seizure pursuant to Conn. Gen. Stat. §52-280, as facilitated by Conn. Gen. Stat. §42a-8-317(2), which provides that:

> "A creditor whose debtor is the owner of a security shall be entitled to such aid from courts of appropriate jurisdiction, by injunction or otherwise, in reaching such security or in satisfying the claim by means thereof as is allowed at law or in equity in regard to property which cannot readily be attached or levied upon by ordinary legal process."

Thus, under §42a-8-317(2), where the court has *in personam* jurisdiction, it can order a defendant to produce his securities endorsed in blank, thereby permitting effective attachment of such securities in Connecticut, regardless of their physical location at the time the order is entered and regardless of whether the issuer is a domestic corporation whose shares are attachable under the procedure set forth under Conn. Gen. Stat. §52-289.*

Petitioner claims, however, that Conn. Gen. Stat. §42a-8-317 does not itself authorize *in personam* relief in aid of attachment, and that there is no authority for

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* As both the District Court and the Court of Appeals recognized, Section 52-289 of the Connecticut General Statutes provides a special procedure for attachment of shares issued by domestic (Connecticut) corporations. Where applicable, it is a useful tool in that it provides a method by which a court, without having *in personam* jurisdiction over a defendant, can acquire jurisdiction over his securities, provided the certificates can be seized in Connecticut. After judgment, such securities can then be levied upon and transferred to the purchaser at the sheriff's sale by action of the corporation without the necessity of requiring the defendant to endorse the securities in blank [*cf. Jack London Pro., Inc.* v. *Samuel Bronston Pro., Inc.*, 22 A.D.2d 870, 254 N.Y.S. 2d 397, 398 (1st Dept. 1964)] or otherwise to take any action personally. *See* Conn. Gen. Stat. §52-367. Obviously, these provisions are particularly significant where, as in *Winslow* v. *Fletcher*, 53 Conn. 390, 4 A. 250 (1886) and *Barber* v. *Morgan*, 84 Conn. 618, 80 A. 791 (1911), two cases relied on by petitioner, the court has no *in personam* jurisdiction and is proceeding on a *quasi-in-rem* basis. However, they do not preclude attachment of other securities under Conn. Gen. Stat. §§52-279, 52-280 and 42a-8-317.

an *in personam* attachment order under Connecticut law. In support of this claim, petitioner cites I Stephenson, *Connecticut Civil Procedure*, pp. 269-270. However, the fact is that at the pages cited in the Petition, Prof. Stephenson states:

> " . . . The commercial code provides that the attaching creditor is entitled to such aid as the state otherwise provides in obtaining possession of the certificate. This provision does not authorize such aid but merely confirms existing state practice, if any, which makes it available. *While there seems to be no Connecticut law on the point, it is 'the settled policy of this State, that all the property of a debtor shall be holden for the payment of the debts of its owner' and the court should show no hesitancy in granting a creditor's bill to implement that policy."* (Emphasis added.)

Elsewhere in his treatise, Stephenson notes specifically that there is authority that stock in foreign corporations can be reached by such a "creditor's bill" and that, under Connecticut law, such a bill is available either before or after judgment. II Stephenson, *Connecticut Civil Procedure*, pp. 959-960.

Furthermore, in stating that "there seems to be no Connecticut law on the point", Stephenson has overlooked applicable case law authorizing an *in personam* order to facilitate an attachment of securities. *See, e.g., White* v. *Leary*, 6 Conn. Sup. 37 (1938) and *Fleming* v. *Gray Manufacturing Co.*, 352 F. Supp. 724, 726 (D. Conn. 1973).

In particular, as noted above, *Fleming* v. *Gray Manufactuing Co., supra*, 352 F. Supp. 724 (D. Conn. 1973) constitutes direct precedent for the order herein. The relief in *Fleming*, as here, was an attachment order directing the defendants, *inter alia*, "to deposit with [the] Court" certain foreign securities located outside the state, and unrelated to the transaction giving rise to the debt in question, in order to "secure [that] debt". 352 F. Supp. at 725. Petitioner's claim that it was something different is inaccurate.

In any event, contrary to the claim that Conn. Gen. Stat. §42a-8-317 does not itself authorize relief in aid of attachment, comment 1 thereto makes clear that the right to appropriate "relief is provided in subsection (2)" itself. The proviso in §42a-8-317(2) limiting equitable relief to such circumstances "as is allowed . . . in equity" merely limits the availability of such *in personam* relief, pursuant to familiar common law principles, to situations where ordinary legal process is inadequate and the relief is necessary to complete the plaintiff's prejudgment remedy. *See White* v. *Leary, supra*, 6 Conn. Sup. 37 (1938).

There can be no question that such circumstances are present here, since petitioner has advised that all of his securities are located outside of the State of Connecticut. (Appendix B to the Petition, p. 9a). As such, without the order which was entered, they would be beyond the reach of ordinary legal process.

The fact that these securities are located beyond the jurisdiction does not mean that the court is powerless to reach them. On the contrary, where a court has *in personam* jurisdiction -- as it clearly does here -- it has the power to enter an appropriate order requiring the

defendant to take action with respect to property located outside of the state in order to facilitate an attachment or levy to secure or satisfy a claim for money damages. *See, e.g., Fleming* v. *Gray Manufacturing Co.. supra*, 352 F. Supp. 724 (D. Conn. 1973) [defendant owning securities in foreign corporations, the certificates of which were located outside of the state, ordered to deposit them with the court in order to secure a claim for money damages]; *Hodes* v. *Hodes*, 176 Or. 102, 155 P.2d 564 (1945) [the method used by the court in this case, where a debtor was ordered to deliver stock certificates located in Washington state to a sheriff in Oregon, is cited by official comment 1 to §42a-8-317 as "a method of reaching the security approved by the section"]; *Wilson* v. *Columbia Casualty Company*, 118 Oh. St. 319, 160 N.E. 906 (1928) [debtor may be required to bring property into state to answer for his debts]; *U.S.* v. *First Nat. City Bank*, 379 U.S. 378, 380, 384 (1965) [order entered in connection with jeopardy assessment under Internal Revenue Code against Uruguayan corporation held to reach assets located at defendant's foreign branch]; Restatement of Conflicts, §64 (2d Ed. 1969). Indeed, Connecticut has gone so far as to sanction a decree of foreclosure of real property located outside of the state but owned by a defendant over whom *in personam* jurisdiction has been obtained. *Mead* v. *N. York, Housatonic & Northern R.R. Co.*, 45 Conn. 199, 223 (1877).

The exercise of the court's equitable powers was particularly appropriate here, since unless petitioner's assets can be reached in Connecticut, the petitioner will be able to confront the respondent with the prospect that any judgment herein would have to be enforced by multiple lawsuits in multiple countries

around the globe without the benefit of the full faith and credit clause of the U.S. Constitution.

Since the assets of ordinary Connecticut citizens are readily subject to attachment in any case in which a money judgment is sought, provided probable cause can be established after due notice and hearing, it is only equitable that those who choose to lodge their assets at Swiss banks and other foreign locations should be equally subject to the state's attachment process.

Thus, it is respondent's contention that Connecticut law permits the relief which was granted in this case, and that such relief is in accord with the interests of justice.

Petitioner cites three federal court decisions which he claims are contrary to the decision of the Court of Appeals in this case. *Neifeld* v. *Steinberg*, 438 F.2d 423 (3rd Cir. 1971) [interpreting Pennsylvania law]; *Frost* v. *Davis*, 288 F.2d 497 (5th Cir. 1961) [interpreting Texas law]; *Nederlandsche Handel-Maatschappij, N.V.* v. *Sentry Corp.*, 163 F. Supp. 800 (E.D. Pa.1958) [interpreting Pennsylvania law].

In fact, however, none of these cases are in conflict with the instant decision, since this case involves Connecticut law, and the decisions cited involve the law of other states, a fact which is pointed up by the petitioner's decision to omit the citations of Pennsylvania authority relied on by the *Nederlandsche* court in the quotation which appears on p. 14 of the Petition.

Furthermore, neither *Neifeld* nor *Frost* involves an order directed to securities located outside the state. These cases do recognize that manual seizure is a prerequisite to attachment of corporate securities under

the Code, but this is in no way inconsistent with the order herein, which contemplates that such manual seizure will occur as a result of the mandatory injunction entered herein. Hence, the Court of Appeals herein quite properly cited both these cases as supporting its decision.

It is true that *Nederlandsche Handel-Maatschappij, N.V.* v. *Sentry Corp.*, *supra*, 163 F. Supp. 800 (E.D. Pa. 1958) apparently interprets Pennsylvania law to preclude a decree relating to securities located outside of that state. However, Connecticut follows no such restrictive view of *in personam* jurisdiction. *See, e.g., Mead* v. *N. York, Housatonic & Northern R.R. Co., supra*, 45 Conn. 199, 223 (1877); *Fleming* v. *Gray Manufacturing Co., supra*, 352 F. Supp. 724 (D. Conn. 1973).

Furthermore, the *Nederlandsche* court, in interpreting Pennsylvania law, ignores the fact noted by the Court of Appeals herein (See Appendix A to Petition, p.6a), that the "citation [by comment 1 to Uniform Commercial Code §8-317] of *Hodes* v. *Hodes* [*supra*] . . . makes it evident that the drafters of the Code envisioned the exact procedure as was employed by the district court" herein.

Hence, it should be evident that the order herein was proper, and that it is not inconsistent with decisions of other Courts of Appeals which have interpreted §8-317 of the Uniform Commercial Code as enacted in other states.

B. Constitutional Claims

While petitioner makes the claim that the District Court order denies him "due process", he makes clear

that he is not challenging the validity of the Connecticut attachment statutes themselves. (Petition, p. 19). Furthermore, he advises that he is not claiming that "the mechanical steps needed to provide procedural due process were not met in this case." (*Id.*) In view of this, the thrust of his "due process" claim is obscure, to say the least.

This is particularly so in that, in this case, petitioner was given a full opportunity to present whatever evidence he chose to present, including the opportunity to take a deposition in Minneapolis, which deposition was then submitted to the court for its consideration in connection with the requested attachment order. Hence, even though petitioner chose not to testify or file an affidavit in support of his own position, petitioner was permitted the discovery he requested and was in no way restricted from fully presenting his position in advance of the entry of the order appealed from.

The Constitution does not require that a "plaintiff fully establish his claim at the hearing" in order to obtain a prejudgment remedy. *Lynch* v. *Household Finance Corporation*, 360 F. Supp. 720 (D. Conn. 1973) [3 judge court]. As this Court said in *Bell* v. *Burson*, 402 U.S. 535, 540 (1971):

> "Since the only purpose of the provisions before us is to obtain security from which to pay any judgments against the licensee resulting from the accident, we hold that procedural due process will be satisfied by an inquiry limited to the determination whether there is a reasonable possibility of judgments in the amounts claimed being rendered against the licensee."

As such, the applicable standard in this case was a "probable cause" standard, which standard has been more than amply satisfied by respondent. Indeed, respondent would assert that the undisputed evidence of record is sufficient to establish its claim under any standard.

In particular, it was undisputed that, as found by the District Court, respondent obtained a letter of credit from the First National Bank of St. Paul to secure a loan made to Coronado by the Banque Scandinave en Suisse, that pursuant to the Indemnity and Guaranty Agreement upon which this suit is based, petitioner agreed to indemnify and hold respondent harmless from any and all liability it might actually be called upon to pay by reason of, *inter alia*, its obligations under its application for letter of credit, that $250,000 was paid by respondent to the First National Bank of St. Paul after that bank made payment to Banque Scandinave en Suisse under the letter of credit, and that petitioner has not yet reimbursed the respondent for this $250,000 payment.

As to the purported counterclaims, Judge Newman properly noted in his opinion that under the Federal Rules, a judge has discretion to treat claims and counterclaims separately, see Rule 54(b) of the Federal Rules of Civil Procedure, and thus can properly treat them as separate matters for purposes of attachment. Hence, the mere assertion of a counterclaim does not preclude a finding of probable cause on the respondent's complaint.

Furthermore, petitioner's "substantial" defenses and counterclaims in this case are totally unsubstantiated on the record.

As Judge Newman observed:

> "It is significant that plaintiff has submitted affidavits in support of its claim while the defendant's own claims remain unsubstantiated apart from the allegations of the pleadings and the arguments of counsel." (Appendix C to Petition pp. 14a-15a).

It is also perfectly clear that there is no proper issue of substantial contacts in this case, such as was involved in *International Shoe Co.* v. *Washington*, 326 U.S. 310 (1945) and *Shaffer* v. *Heitner* U.S. ,53 L.Ed. 2d 683 (1977), cases which petitioner cites but then concedes are "not directly applicable." (Petition, p.21) Rather, in this case, petitioner is a resident of Connecticut where this action is pending, who was served personally in such state, and over whom there is conceded *in personam* jurisdiction.

Under these circumstances, it is clear that the District Court's order was fully justified, and that the petitioner was not denied his constitutional rights. In fact, as to the $7,500 worth of property which the petitioner admits having in Connecticut, he has posted a bond in lieu of attachment thereof, and this aspect of the court's order is not in dispute.

The opportunity given the petitioner to present his case exceeded the opportunity normally accorded to consumers and other average citizens of Connecticut whose bank accounts and other assets are routinely tied up by their creditors under Connecticut law. Yet, it would appear that the effect of an order of the sort involved here, relating to securities held abroad by an affluent person such as the petitioner, is far less significant than an order tying up the average citizen's

life savings. In this context, it would surely be standing the Constitution on its head to hold that, for some reason, petitioner's assets cannot constitutionally be subjected to attachment notwithstanding the showing of probable cause which was made in this case.

CONCLUSION

For the foregoing reasons, the Petition for a Writ of Certiorari to review the judgment of the United States Court of Appeals for the Second Circuit, should be denied.

Respectfully submitted,

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